

EXHIBIT B

BROWN RUDNICK LLP
LEO J. PRESIADO (State Bar No. 166721)
2211 Michelson Drive, 7th Floor
Irvine, CA 92612
Telephone: (949) 752-7100
Facsimile: (949) 252-1514
Email: lpresiado@brownrudnick.com

Michael J. Bowe (admitted *pro hac vice*)
mbowe@brownrudnick.com
Lauren Tabaksblat (admitted *pro hac vice*)
ltabaksblat@brownrudnick.com
7 Times Square
New York, New York 10036
Telephone: (212) 209-4800
Facsimile: (212) 209-4801

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

RESOLUTE FOREST PRODUCTS, INC., *et al.*,

Plaintiffs,

v.

GREENPEACE INTERNATIONAL, *et al.*,

Defendants.

Case No. 4:17-CV-02824-JST (KAW)

Hon. Jon S. Tigar
Courtroom 9

**PLAINTIFFS' THIRD SET OF
INTERROGATORIES**

PROPOUNDING PARTY:

PLAINTIFFS RESOLUTE FOREST PRODUCTS, INC.
RESOLUTE FP US, INC., RESOLUTE FP AUGUSTA,
LLC, FIBREK GENERAL PARTNERSHIP, FIBREK
INTERNATIONAL INC., AND RESOLUTE FP CANADA
INC.

RESPONDING PARTY:

DEFENDANTS GREENPEACE INTERNATIONAL,
GREENPEACE, INC., DANIEL BRINDIS, AMY MOAS,
AND ROLF SKAR

SET NUMBER:

THREE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs Resolute Forest Products, Inc., Resolute FP US, Inc., Resolute FP Augusta, LLC, Fibrek General Partnership, Fibrek International Inc., and Resolute FP Canada Inc. (together, “Plaintiffs”) hereby request that each of the defendants Greenpeace International, Greenpeace Inc., Daniel Brindis, Amy Moas, Rolf Skar (together, the “Defendants”) answer, separately and fully, in accordance with the following definitions and instructions, in writing, under oath, the following Third Set of Interrogatories (the “Interrogatories”), within 30 days after service.

DEFINITIONS

1. “You” or “Your” means the person or entity to whom this document request is directed and each of its current or former subsidiaries, affiliates, parents, predecessors and successors, divisions, departments, and operating units, and includes, without limitation, each of its current or former partners, directors, shareholders, employees, employers, officers, agents, principals, officials, representatives, associates, consultants, attorneys, advisors, accountants, aliases, and all persons and entities acting or purporting to act on their behalf.

2. “Complaint” means the Amended Complaint, filed by Plaintiffs on November 8, 2017, in the United States District Court for the Northern District of California, Case No. 4:17-cv-02824-JST (ECF No. 185).

3. “Clearcutting Free Speech Report” refers to the May 2017 report published by Greenpeace Inc. and published on the website of Greenpeace USA and Greenpeace International.

4. “December 2016 Letter” refers to the December 2016 letter authored by Amy Moas and Shane Moffatt and sent separately to a number of Resolute’s customers, including without limitation, MacMillan Publishers, Holtzbrinck Publishing Group, Hachette Livre and Hachette Book Group, Penguin Random House, and Scholastic.

5. “Actionable Statements” are those statements in the December 2016 Letter and

1 Clearcutting Free Speech Report that the Court ruled are actionable in sustaining, in part,
2 Plaintiffs' defamation claim in the Complaint.

3 6. "Defendant" or "Defendants" means the following parties/entities and each of their
4 current or former subsidiaries, affiliates, parents, predecessors and successors, divisions,
5 departments, and operating units, and includes, without limitation, each of their current or former
6 partners, directors, shareholders, employees, employers, officers, agents, principals, officials,
7 representatives, associates, consultants, attorneys, advisors, accountants, aliases, and all persons
8 and entities acting or purporting to act on their behalf:
9

- 10 a. Greenpeace International
- 11 b. Greenpeace, Inc.
- 12 c. Daniel Brindis
- 13 d. Amy Moas
- 14 e. Rolf Skar

15 7. "Resolute" means Resolute Forest Products, Inc., Resolute FP US, Inc., Resolute FP
16 Augusta, LLC, Fibrek General Partnership, Fibrek International Inc., and Resolute FP Canada
17 Inc., and each of their current or former subsidiaries, affiliates, parents, predecessors and
18 successors, divisions, departments, and operating units, and includes without limitation its current
19 or former managers, partners, directors, shareholders, employees, employers, officers, agents,
20 principals, officials, representatives, associates, consultants, attorneys, advisors, accountants, and
21 all persons and entities acting or purporting to act on its behalf.

22 8. "Greenpeace Inc." means Greenpeace Inc. and each of its current or former
23 subsidiaries, affiliates, parents, predecessors and successors, divisions, departments, and operating
24 units, and includes without limitation its current or former managers, partners, directors,
25 shareholders, employees, employers, officers, agents, principals, officials, representatives,
26 associates, consultants, attorneys, advisors, accountants, and all persons and entities acting or
27 purporting to act on its behalf.
28

1 9. “Greenpeace International” means Greenpeace International, a/k/a Stichting
2 Greenpeace Council and each of its current or former subsidiaries, affiliates, parents, predecessors
3 and successors, divisions, departments, and operating units, and includes without limitation its
4 current or former managers, partners, directors, shareholders, employees, employers, officers,
5 agents, principals, officials, representatives, associates, consultants, attorneys, advisors,
6 accountants, and all persons and entities acting or purporting to act on its behalf.
7

8 10. “Montagnes Blanches” refers to the official Montagnes Blanches region of Canada, the
9 boundaries of which are depicted in an official May 31, 2016 map entitled “Montagnes Blanches”
10 published by the Quebec Minister of Forests, Wildlife, and Parks.

11 11. “Montagnes Blanches Endangered Forest” refers to the region delineated by
12 Greenpeace, the putative borders of which are reflected in, without limitation, the 2010 report
13 “Boreal Refuge: Saving Quebec’s Last Large Intact Forests” and the February 2016 report
14 “Endangered Forests in the Balance: the impact of logging reaches new heights in the Montagnes
15 Blanches Endangered Forest.”
16

17 12. “Skype” means Skype Communications US Corporation and each of its current or
18 former subsidiaries, affiliates, parents, predecessors and successors, divisions, departments, and
19 operating units, and includes without limitation its current or former managers, partners, directors,
20 shareholders, employees, employers, officers, agents, principals, officials, representatives,
21 associates, consultants, attorneys, advisors, accountants, and all persons and entities acting or
22 purporting to act on its behalf.

23 13. “Skype platform” means the user interface and services provided by Skype, including,
24 without limitation, the video communication services, telephone or Voice over IP (VOIP) services,
25 named Skype Groups, group chat, or individual chat functions, and any other communication
26 method not specifically described provided by Skype and/or for the Skype for Business platform
27 applications.
28

1 14. "Skype data" means any electronically-stored information generated by, stored within,
2 or transmitted through the Skype platform.

3 15. "Employee" includes, without limitation, current or former partners, directors,
4 shareholders, employees, officers, agents, officials, representatives, associates, consultants,
5 attorneys, advisors, accountants, aliases, and all persons and entities acting or purporting to act on
6 the employer's behalf.

7
8 16. "Any" or "all" shall mean any and all, and shall serve to bring within the scope of the
9 Requests all responses that might otherwise be construed to be outside of their scope.

10 17. "Person" includes a natural person, firm, association, organization, partnership, limited
11 liability partnership, business, enterprise, limited liability company, corporation, or public entity.

12 18. "Concerning," "regarding," "relating," and "related to" shall be construed to mean
13 alluding to, reflecting, evidencing, supporting or contradicting, regarding, referring to, containing,
14 embodying, commenting upon, discussing, involving, showing, comprising, referencing,
15 identifying, bearing upon, pertaining to, affecting, or connected with or associated with, in whole
16 or in part.

17
18 19. "Representative" or "representatives" with regard to a person or entity shall mean and
19 shall include, both collectively and individually, each and every present and former director,
20 officer, partner, employee, agent, independent consultant, investment advisor, expert, or any other
21 person acting or purporting to act on behalf of the person or entity.

22
23 20. All of the terms defined above have the same meanings in the plural as they have in the
24 singular.

25 21. The use of a verb in any tense shall be construed as the use of the verb in all other
26 tenses, as necessary, to bring within the scope of this document request all documents and
27 responses which might otherwise be considered beyond the scope.
28

22. The use of capital letters, lower case letters or quotation marks in this document request shall not be construed to limit the scope of any specific request contained herein.

23. The term “including” means including without limitation.

INSTRUCTIONS

1. In each instance, if any, where You deny knowledge or information sufficient to respond to an Interrogatory, or any part thereof, identify each person known or believed to have such knowledge.

2. If, in responding to this set of Interrogatories, or any part of it, You encounter any ambiguity in construing either any Interrogatory or instruction relevant to the Interrogatory, You shall construe the Interrogatory in the broadest manner reasonably calculated to lead to information relevant to any issues or potential issues in this case and set forth in Your response the construction chosen or used in answering the Interrogatory.

3. Unless otherwise stated herein, the period covered by the Interrogatories is from June 1, 2012 to the present (the “Relevant Time Period”).

4. The Interrogatories are continuing in nature and require that you promptly produce additional or amended responses promptly if new or further information is obtained or discovered subsequent to the time responses are served.

INTERROGATORIES

1. Identify all facts known to you, including without limitation any documents, correspondence, conversations, or publicly-available information considered or relied upon, concerning Resolute's operations in the Montagnes Blanches or Montagnes Blanches Endangered Forest on each of the following dates: (a) on December 7, 2012, when Defendant Rolf Skar sent the email to Mr. Schirmer of Hearst reflected in RFP-0018689; (b) on January 21, 2013, when Defendant Daniel Brindis sent the email to Mr. Schirmer of Hearst reflected in RFP-0012021; (c)

1 in February 2016, on the date the report entitled “Endangered Forests in the Balance: The Impact
 2 of Logging Reaches New Heights in the Montagnes Blanches Endangered Forests” was published;
 3 (d) on March 2, 2016, when Defendant Amy Moas sent the email to Mr. Rojack of Midland Paper
 4 reflected in GPDEFS00001790; (e) on April 19, 2016, when Defendant Amy Moas sent the email
 5 to Mr. Rojack of Midland Paper reflected in RFP-0054277; (f) on December 16, 2016, when the
 6 letter bearing that date co-authored by Defendant Amy Moas and Shane Moffatt was
 7 disseminated; and (g) in May 2017, on the date the Clearcutting Free Speech Report was
 8 disseminated.
 9

10 2. With respect to the May 31, 2016 statement by Laurent Lessard, Quebec’s Minister of
 11 Forests, Wildlife, and Parks (the “Lessard Statement”): (a) identify the date you first learned of the
 12 Lessard Statements and the person(s) who first learned of the Lessard Statement on that date; (b)
 13 describe the circumstances in which you learned of the Lessard Statement, including without
 14 limitation the person or persons, if any, who informed you of the Lessard Statement; (c) identify
 15 all persons who were employed by or affiliated with Defendants Greenpeace Inc. or Greenpeace
 16 International in May and June of 2016 who were informed of the Lessard Statement, the date on
 17 which each such person was informed of the Lessard Statement, and whether each such person
 18 received a copy of the Lessard Statement; and (d) describe all steps that you took in response to
 19 the Lessard Statement.
 20
 21

22 3. Describe the basis for your statement on page 4 of the January 2016 briefing entitled
 23 “Resolute Forest Products: Key risks and concerns for investors” that you estimate the financial
 24 impact of reductions and cancellations by Resolute’s customers “at over C\$100 million.”

25 4. For every allegation in the Complaint that you deny, identify the allegation or portion
 26 of the allegation you deny, including those that you did not address in your answer to the
 27 Complaint, and describe all facts and evidence upon which you base your denial.
 28

1 5. Identify all facts supporting your contention, in support of your motion to dismiss the
2 Complaint, that the “gist” of the Actionable Statements is about Resolute’s effect on caribou
3 herds.

4 6. For each of the following Greenpeace entities (a) describe the corporate, operational,
5 and financial relationship between the entity and the other Greenpeace entities identified in this
6 Interrogatory, (b) describe the entity’s involvement in Greenpeace’s campaign against Resolute,
7 and (c) identify the persons, board(s) or committees that govern the entity: Greenpeace Inc.;
8 Greenpeace International; Greenpeace Canada; and Greenpeace Fund, Inc.

9 7. Describe your knowledge concerning the “operational memorandum” referenced in
10 paragraphs 76, 286, 309, 322, and 401 of the Complaint, including without limitation: (a) the
11 persons who prepared the operational memorandum; (b) your involvement in the preparation of
12 the operational memorandum; (c) the purpose of the operational memorandum; (d) all persons to
13 whom the operational memorandum was disclosed or disseminated; (e) the bases for the factual
14 assertions, conclusions, plans, and strategies set forth in the operational memorandum; and (f) all
15 steps you took to execute upon the plans and strategies set forth in the operational memorandum.

16 8. With respect to the Declaration of Peter Reich in Support of Plaintiffs’ Response to
17 Defendants’ Motions to Strike, Dismiss, and Transfer Venue, filed in the United States District
18 Court for the Southern District of Georgia on November 22, 2016 (ECF No. 77) (the “Reich
19 Declaration”), identify all statements in the Reich Declaration that you assert are inaccurate and,
20 for each such assertion, explain how the statement is inaccurate and identify all facts and evidence
21 upon which you base your assertion that statements in the Reich Declaration are inaccurate.

22 9. With respect to the Declaration of Frederick Cubbage in Support of Plaintiffs’
23 Response to Defendants’ Motions to Strike, Dismiss, and Transfer Venue, filed in the United
24 States District Court for the Southern District of Georgia on November 22, 2016 (ECF No. 76)

1 (the “Cabbage Declaration”), identify all statements in the Cabbage Declaration that you assert are
2 inaccurate and, for each such assertion, explain how the statement is inaccurate and identify all
3 facts and evidence upon which you base your assertion that statements in the Cabbage Declaration
4 are inaccurate.

5
6 10. With respect to the Declaration of Keith Moore in Support of Greenpeace Defendants’
7 Motion to Strike Pursuant to O.C.G.A. § 9-11-11.1, filed in the United States District Court for the
8 Southern District of Georgia on January 23, 2017 (ECF. No. 98-2) (the “Moore Declaration”): (a)
9 describe how Mr. Moore was selected to provide a declaration; (b) describe how the Moore
10 Declaration was prepared; (c) identify the persons involved in the preparation of the Moore
11 Declaration; and (d) identify all facts and evidence that support the opinions and factual assertions
12 in the Moore Declaration.

13
14 11. With respect to the Declaration of Jay R. Malcolm in Support of Greenpeace
15 Defendants’ Motion to Strike Pursuant to O.C.G.A. § 9-11-11.1, filed in the United States District
16 Court for the Southern District of Georgia on January 23, 2017 (ECF. No. 98-3) (the “Malcolm
17 Declaration”): (a) describe how Mr. Malcolm was selected to provide a declaration; (b) describe
18 how the Malcolm Declaration was prepared; (c) identify the persons involved in the preparation of
19 the Malcolm Declaration; and (d) identify all facts and evidence that support the opinions and
20 factual assertions in the Malcolm Declaration.

21
22 12. With respect to the Declaration of Daniel Kneeshaw in Support of Greenpeace
23 Defendants’ Motion to Strike Pursuant to O.C.G.A. § 9-11-11.1, filed in the United States District
24 Court for the Southern District of Georgia on January 23, 2017 (ECF. No. 98-4) (the “Kneeshaw
25 Declaration”): (a) describe how Mr. Kneeshaw was selected to provide a declaration; (b) describe
26 how the Kneeshaw Declaration was prepared; (c) identify the persons involved in the preparation
27 of the Kneeshaw Declaration; and (d) identify all facts and evidence that support the opinions and
28

1 factual assertions in the Kneeshaw Declaration.

2 13. Identify the persons solicited to provide donations, grants, or other goods or services to
3 you in connection with Greenpeace's campaign against Resolute and, for each such person: (a)
4 indicate whether this person made a donation, grant, or provided other goods or services; (b)
5 describe the amount or nature of such donation, grant, goods, or services; (c) identify the recipient
6 of such donation, grant, goods, or services; and (d) describe how the donation, grant, goods, or
7 services were used by the recipient.
8

9 14. Describe all steps you took to preserve electronically-stored data relevant to this action
10 and/or responsive to Plaintiffs' discovery requests to you in this action, including without
11 limitation the steps you took to ensure the preservation of Skype data generated by your
12 employees in the course of their employment.
13

14 15. Identify and describe any policy pertaining to the use of the Skype platform by your
15 employees in the course of their employment.

16 DATED: September 3, 2021

BROWN RUDNICK LLP

By: /s/ Lauren Tabaksblat

Lauren Tabaksblat

Michael Bowe

Leo J. Presiado

Attorneys for Plaintiffs